

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
Banco Popular Dominicano, C. Por A., :

Plaintiff and :  
Counter-Claim Defendant, :

vs. :

Levi Strauss & Co., :

Defendant and :  
Third Party Plaintiff, :

vs. :

Interamericana Apparel Company, Inc.; :  
Interamericana Products International, S.A.; :  
QST Dominicana LLC; US Paper & Chemical; :  
Apparel Machinery & Supply Co.; YKK Snap :  
Fasteners America, Inc.; Southern Textile :  
Dominicana, Inc.; Industria Cartonera :  
Dominicana, S.A. (Smurfit); The Graphic Label :  
Group Dominicana, Inc.; and Tag-It Pacific, :  
Inc., :

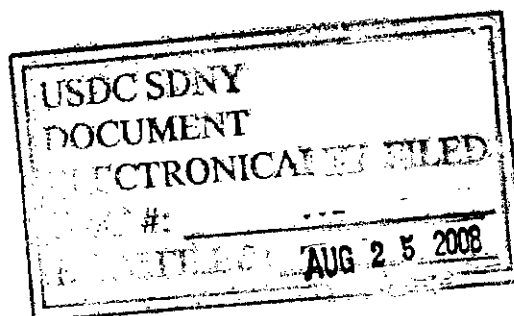
Third Party Defendants. :

----- X

INDEX No. No. 07 Civ. 6443 (LTS) (THK)

**ORDER DISCHARGING AND DISMISSING WITH PREJUDICE**  
**LEVI STRAUSS & CO.**

Came on for consideration the Global Settlement Stipulation and Mutual Release (the "Stipulation") made by and among plaintiff/counter-claim defendant Banco Popular Dominicana, C Por A ("BPD"), defendant/third-party plaintiff Levi Strauss & Co. ("LS&CO."), and third-party defendants QST Dominicana LLC ("QST"), YKK Snap Fasteners America, Inc. ("YKK"), and Precision Custom Coatings, LLC ("PCC") appearing as assignee and on behalf of Southern Textile Dominicana, Inc. ("Southern"), and together with BPD, LS&CO., QST, YKK and PCC,



the "Parties") resolving the issues between the Parties and requesting that the Court issue an Order discharging LS&CO. in accordance with the terms of the Stipulation; and having considered the Stipulation; and having determined that notice was appropriate; and good cause appearing therefor, it is hereby:

ORDERED that LS&CO. be and hereby is discharged with prejudice from (a) all liability or obligations arising out of or related to the Receivable<sup>1</sup>, the BPD Security Agreement or the Interpled Funds, and (b) any and all claims, counterclaims or causes of action by any of the Interpleader Defendants<sup>2</sup> arising from or related to the Receivable, the BPD Security Agreement, the Demand Notice, the Payment Embargoes, the DR Action or any act, judgment, or proceeding taken or entered in furtherance thereof, whether under the laws of the Dominican Republic, the United States, or any of their states, territories, or other jurisdictions; and it is further

ORDERED that the Interpleader Defendants and any parties that have held, currently hold, or may hold claims, counterclaims, obligations, rights or causes of action against LS&CO. arising out of or related to the Receivable, the Interpled Funds, the BPD Security Agreement, the Demand Notice, the Payment Embargoes, or the DR Action, whether under the laws of the Dominican Republic, the United States, or any of their states, territories, or other jurisdictions (the "Discharged Claims"), together with each of their respective officers, directors, principals, agents, servants, employees, attorneys, affiliates, parent and subsidiary corporations, successors and assigns, representatives, and all persons acting in concert with them, shall be and hereby are

---

<sup>1</sup> Terms not otherwise defined herein shall have the meanings used in the Stipulation.

<sup>2</sup> The term "Interpleader Defendants" means those third party defendants and counterclaim defendants that have either made appearances in this action or against whom defaults have been entered, and shall specifically include the following: BPD; Interamericana Apparel Company, Inc.; Interamericana Products International, S.A.; QST; US Paper & Chemical; Apparel Machinery & Supply Co.; YKK; Southern; Industria Cartonera Dominicana, S.A. (Smurfit); and The Graphic Label Group Dominicana, Inc.

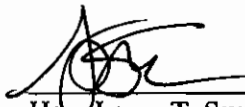
forever enjoined and barred from asserting any of the Discharged Claims against LS&CO. or any of its officers, directors, principals, agents, servants, employees, attorneys, affiliates, parent and subsidiary corporations, successors, assigns, or representatives, including, but not limited to, by commencing or continuing in any manner and in any jurisdiction any payment embargo, payment opposition, action or other proceeding, or by asserting any setoff right or defense to payment; and it is further

ORDERED that LS&CO. is dismissed from the NY Action with prejudice; and it is further

ORDERED that LS&CO. waives and releases all of its rights with regard to the Interpled Funds; and it is further

ORDERED that this Court shall retain jurisdiction of any issue or dispute that may arise from the Stipulation and this Order.

Dated: August 22, 2008  
New York, New York

  
\_\_\_\_\_  
Hon. Laura T. Swain, U.S.D.J.